



**THOMAS L. GARTHWAITE, M.D.**  
Director and Chief Medical Officer

**FRED LEAF**  
Chief Operating Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

**Gloria Molina**  
First District

**Yvonne Brathwaite Burke**  
Second District

**Zev Yaroslavsky**  
Third District

**Don Knabe**  
Fourth District

**Michael D. Antonovich**  
Fifth District

February 3, 2005

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF ALCOHOL AND DRUG SERVICES AGREEMENT  
WITH HAVEN HOUSE, INC.**  
(5th District) (3 Votes)

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Director of Health Services, or his designee, to execute a new Alcohol and Drug Services Agreement with Haven House, Inc., substantially similar to Exhibit I, to provide alcohol and drug prevention services, effective upon Board approval through June 30, 2006, for a maximum obligation of \$188,850, including \$47,213 for Fiscal Year (FY) 2004-05 and \$141,637 for FY 2005-06, consisting of Substance Abuse Prevention and Treatment (SAPT) Prevention Set-Aside Funds received through the State Department of Alcohol and Drug Programs (SDADP). This new Agreement will supersede County's Agreement No. H-212686 with Haven House, Inc., with no additional cost.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

In approving the recommended action, the Board is authorizing the Director, or his designee, to enter into a new Alcohol and Drug Services Agreement for alcohol and drug prevention services with Haven House, Inc., to provide prevention services instead of residential and non-residential services, which Haven House is currently providing under their current agreement.

Haven House was one of the first to provide counseling programs for adults and children in shelters. Their programs have been used as a prototype for domestic violence shelters nationally and internationally. The desired transition will enable Haven House to provide vital education to promote prevention and intervention of substance abuse and family violence.

**FISCAL IMPACT/FINANCING:**

The new Alcohol and Drug Prevention Services Agreement will supersede Agreement No. H-212686, for a maximum obligation of \$188,850 (\$47,213 for FY 2004-05 and \$141,637 for FY 2005-06), consisting of SAPT Prevention Set-Aside Funds received through the SDADP, effective on the date your Board approves this action through June 30, 2006.

Under the current Alcohol and Drug Services Agreement No. H-212686 with Haven House, for residential and nonresidential services, funding for FY 2004-05 is \$141,637 and FY 2005-06 is \$141,637, consisting of SAPT Discretionary Funds received through the SDADP. The amount of \$188,850, which is the balance of what was allocated for residential and non-residential services under the current agreement, will be reallocated to the new alcohol and drug services agreement for prevention services.

There is no additional cost to the County associated with this action.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS :

Haven House is a non-profit community-based organization founded in 1964 by a local Al-Anon group to shelter families of violent alcoholics, making it the oldest shelter in the United States. This agency pioneered the first counseling programs for adults and children in shelters.

On June 19, 2001, the Board approved an Alcohol and Drug Services Agreement for the provision of residential and nonresidential services with Haven House for a five (5) year term, effective July 1, 2001 through June 30, 2006, for a total maximum obligation of \$1,160,290, consisting of federal funds. Subsequently, the Board approved Amendment Nos. 1 and 2 that reduced the maximum obligation to \$966,136, because of reductions in federal funds received through the SDADP.

Haven House requested that the Department of Health Services (Department) allow them to change their focus of services to emphasize prevention instead of residential and non-residential services. As a result of Haven House's request, the Department is recommending approval to supersede Agreement No. H-212686 and replace it with a new Alcohol and Drug Services Agreement for prevention services. Haven House will continue providing residential and non-residential services to battered women and their children, but the agency will use money donated by outside sources to fund this service. There are no anticipated negative fiscal or programmatic ramifications on Haven House, Alcohol and Drug Program Administration, or the geographical community served. The prevention services Agreement uses a cost reimbursement method which will allow the program to bill for service expenses.

Under the new Alcohol and Drug Services Agreement for prevention services, Haven House will be required to: 1) submit quarterly Prevention Activity Data System reporting forms as mandated by the California State Department of Alcohol and Drug Programs; 2) prepare and submit an annual work plan that clearly outlines their programmatic goals and objectives for each fiscal year; 3) complete an annual report that reflects the program's accomplishments relative to the work plan at the end of each fiscal year; and 4) attend and participate in quarterly Prevention Roundtable meetings. Haven House has agreed to comply with all the provisions of the new contract.

The new Alcohol and Drug Services Agreement will become effective upon Board approval through June 30, 2006.

The recommended action is consistent with the County's strategic plan goals of Service Excellence and Organizational Effectiveness.

Attachment A provides additional information.

County Counsel has approved the Agreement (Exhibit I) as to use and form.

CONTRACTING PROCESS:

Not applicable.

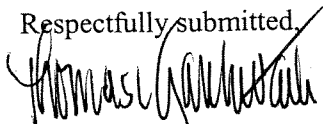
The Honorable Board of Supervisors  
February 3, 2005  
Page 3

IMPACT ON CURRENT SERVICES:

The proposed action will result in continued, uninterrupted services in the target community. Haven House, Inc. will continue providing residential and non-residential services to battered women and their children, but the agency will use money donated by outside sources to fund this service. The alcohol and drug prevention services contract will better reflect the program's existing services and allow Haven House to better serve its targeted population.

When approved, the Department requires three copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TLG:lvb

Attachments (2)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

J:\WP\BLET\bltrCD3737.lvb.wpd.doc

SUMMARY OF AGREEMENT1. Type of Service:

Alcohol and other drug prevention services for families in crisis.

2. Agency Address and Contact Person:

Haven House, Inc.  
P.O. Box 50007  
Pasadena, CA 91115-0007  
Contact: Sheila Halfon, Executive Director  
Telephone: (626) 564-8880

3. Term:

Effective upon Board approval through June 30, 2006.

4. Financial Information:

There are no additional costs associated with this action.

	<u>FY 01-02</u>	<u>FY 02-03</u>	<u>FY 03-04</u>	<u>FY 04-05</u>	<u>FY 05-06</u>	<b>TOTAL FOR <u>FY 04-06</u></b>
Agreement No. H-212686	\$232,058	\$229,627	\$221,177	\$ 94,424	\$ 0	\$ 94,424
Proposed New Prevention Agreement				<u>\$ 47,213</u>	<u>\$141,637</u>	<u>\$188,850</u>
<b>Total:</b>				<b>\$141,637</b>	<b>\$141,637</b>	<b>\$283,274</b>

5. Geographic Area Served:

5th District.

6. Person Accountable for Program Monitoring:

Patrick L. Ogawa, Director, Alcohol and Drug Program Administration (ADPA)

7. Approvals:

Public Health: John Schunhoff, Ph.D., Chief of Operations

ADPA: Patrick L. Ogawa, Director

Contracts and Grants: Cara O'Neill, Chief

County Counsel (as to form): Stephanie Farrell, Deputy County Counsel

## EXHIBIT I

Contract No. \_\_\_\_\_

## ALCOHOL AND DRUG SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2005,

by and between COUNTY OF LOS ANGELES (hereafter "County"),

and HAVEN HOUSE, INC. (hereafter "Contractor").

WHEREAS, this Agreement is contemplated and authorized by Division 10.5 of the Health and Safety Code commencing with sections 11750 et seq, 11758.10 et seq, and 11758.20 et seq; Title 9 of the California Code of Regulations ("CCR"), Division 4; Government Code section 26227; and, to the extent this Agreement is funded by Federal Block Grant funds, also by Health and Safety Code sections 11754 and 11775, and by Government Code section 53703; and

WHEREAS, to the extent this Agreement is funded by General Relief ("GR") funds, also by Welfare and Institutions Code sections 17000 and 17001.5; and

WHEREAS, to the extent this Agreement is funded by Statham funds, also by Penal Code section 1463.16; and

WHEREAS, the terms "ADPA" and "SDADP", as used in this Agreement, refer to County's Alcohol and Drug Program

Administration and the State Department of Alcohol and Drug Programs, respectively; and

WHEREAS, throughout this Agreement, the term "participant" shall be used interchangeably with the terms "client", "patient", and "resident" unless otherwise noted; and

WHEREAS, throughout this Agreement, the term "Exhibit" refers to Exhibit A, and the term "Schedule" refers to Schedule A, and the term "Budget" refers to Budget A, inclusively, unless otherwise noted; and

WHEREAS, the term "Director", as used in this Agreement, refers to County's Director of Health Services (i.e., Director of the Department of Health Services), or his/her authorized designee; and

WHEREAS, the term "fiscal year", as used in this Agreement, refers to County's fiscal year which commences July 1 and ends the following June 30.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall be effective upon its approval by County's Board of Supervisors and shall continue in full force and effect to and including June 30, 2006.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar day advance written notice to the other. Further, County may also suspend the

performance of services hereunder, in whole or in part, upon the giving of at least a thirty (30) calendar days advance written notice to Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.

County may also terminate this Agreement immediately upon the occurrence of any of the following events: (1) Federal and/or State funds are not available for this Agreement or for any portion hereof; (2) to the extent funding for this Agreement is contingent on the review and recommendation for approval by the Local Lead Agency, such as ADPA, or any local agency designated by the ADPA to administer such review and recommendation, or by SDADP and such review or approval is not given; (3) to the extent that Contractor is approved to provide narcotic treatment program services, and the approval granted Contractor by either Food and Drug Administration ("FDA"), Drug Enforcement Administration ("DEA"), SDADP, or all to serve as a narcotic treatment program service provider is withdrawn; (4) Contractor fails to initiate delivery of services within thirty (30) calendar days of the commencement date of this Agreement; and/or (5) Contractor fails to obtain and maintain in effect all licenses, permits and/or certifications, as required by all Federal, State, and local laws, ordinances, regulations, and directives, which are applicable to Contractor's facility(ies)

and services under this Agreement. Notice of such termination, as described above, shall be given to Contractor in writing.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County, which may include but not be limited to all applicable change in laws, regulations, and other compliance requirements, issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

In the event of any termination or suspension of this Agreement, Contractor shall:

A. Make immediate and appropriate plans to transfer or refer all participants served under this Agreement to other agencies for continuing service in accordance with the participant's needs. Such plans shall be approved by Director, before any transfer or referral is completed, except in those instances, as determined by Contractor, where an immediate participant transfer or referral is indicated. In such instances, Contractor may make an



immediate transfer or referral to the nearest provider of alcohol or drug services.

B. Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but are not limited to, those associated with new participant admissions. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

C. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

D. Provide to County's Department of Health Services ("DHS"), Financial Services Division, within forty-five (45) calendar days after such termination date, an annual cost report, as set forth in the ANNUAL COST REPORT Paragraph of the ADDITIONAL PROVISIONS, attached hereto.

E. In the event either Contractor or County elect to terminate the contractual agreement, or the agreement is otherwise terminated, all unpaid balances of settlements arising from audit reports, and/or cost settlements shall immediately become due and payable to County by Contractor. County shall first deduct any unpaid balance from any final

settlement amounts which may be due the Contractor to enable County to fully recoup the entire unpaid balance, and to the extent these amounts are insufficient to enable County to fully recoup the entire balance, Contractor agrees to remit by cashier's check the remaining unpaid balance to County within 10 days of final settlement.

2. PRIOR AGREEMENT SUPERSEDED: Effective Date of Board Approval, this Agreement supersedes that Alcohol and Drug Services Agreement dated June 19, 2001, between County and Contractor, further identified as County Agreement No. H-212686, including any and all amendments thereto. Effective Date of Board Approval and thereafter, alcohol and drug services provided by Contractor to County shall be governed by the terms of this Agreement.

3. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the form as described in the body of this Agreement and in the following documents, which are attached hereto and incorporated herein by reference:

- (1) ADDITIONAL PROVISIONS - DEPARTMENT OF HEALTH SERVICES - ALCOHOL AND DRUG PROGRAM ADMINISTRATION - ALCOHOL AND DRUG SERVICES AGREEMENT - July 1, 2004
- (2) Exhibit A - Alcohol and Drug Prevention Services

Contractor hereby acknowledges receipt of the above referenced documents numbers (1) and (2) attached hereto. In addition, Contractor further acknowledges receipt of any applicable Schedule, Budget, and/or Statement of Work forms (which further defines the rates and services to be provided by Contractor herein), as referenced and attached to the above listed Exhibit.

B. The quality of service provided under this Agreement shall be at least equivalent to the same services which Contractor provides to all other participants it serves.

4. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of alcohol and drug services to be provided under this Agreement, that County has, or intends to enter into, contracts with other providers of such services, and that County reserves the right to perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in the Agreement.

5. MAXIMUM OBLIGATION OF COUNTY:

A. During the period Date of Board Approval through June 30, 2005, the maximum obligation of County for all services provided under this Agreement is Forty-Seven Thousand, Two Hundred Thirteen Dollars (\$47,213). This sum represents the total maximum obligation of County as

determined by adding each maximum allocation shown in Exhibit A, attached hereto.

B. During the period July 1, 2005 through June 30, 2006, the maximum obligation of County for all services provided under this Agreement is One Hundred Forty-Seven Thousand, Six Hundred Thirty-Seven Dollars (\$141,637). This sum represents the total maximum obligation of County as determined by adding each maximum allocation shown in Exhibit A, attached hereto.

C. If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of Federal, State, or County governments conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment or (2) at Director's option, credited against any amounts due by County to Contractor whether under this Agreement or any other agreement, or contract, covered under ADPA control. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid to

Contractor by County by cash payment, provided that in no event shall the maximum obligation of County for this Agreement, as set forth in this Paragraph be exceeded.

6. COMPENSATION: County agrees to compensate Contractor for performing alcohol and drug services hereunder, as set forth in the PAYMENT Paragraph of the ADDITIONAL PROVISIONS, the REIMBURSEMENT Paragraph of the Exhibit, the Schedule, and Budget, all attached hereto and incorporated by reference.

7. NON-APPROPRIATION OF FUNDS CONDITION: Notwithstanding any other provision of this Agreement, County shall not be obligated by any provision of this Agreement during any of County's fiscal years unless funds to cover County's costs hereunder are appropriated by County's Board of Supervisors. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

8. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert

witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

9. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense. In any event, Contractor may satisfy the insurance coverage requirements specified in this Agreement by providing evidence of Contractor's self-insurance program, as described hereinbelow. Such evidence shall be provided in a formal declaration (on Contractor's letterhead, if available) that declares Contractor is self-insured for the type and amount of coverage as described in Paragraph 9, INSURANCE COVERAGE REQUIREMENTS, hereinbelow. Contractor's declaration may be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Contractor. The statement also must identify which required coverages are self-insured and which are commercially insured. Contractors who are self-insured for workers compensation must provide a copy of their "Certificate of Consent to Self-Insure" issued by the State

in which services will be provided. Further, Contractor's self-insurance program must be reviewed and approved by County's Risk Manager prior to the effective date of this Agreement.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the

right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.



D. Notification of Incidents, Claims, or Suits:

Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor

shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- (1) Contractor providing evidence of insurance covering the activities of subcontractors, or
- (2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

10. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office [ISO] policy form "CG 00 01" or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of

liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability:

Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

11. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION :

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, or divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation,

partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits County's right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

12. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts shall require prior written approval by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

- (1) Identification of the proposed subcontractor (who shall be licensed as appropriate for provisions of subcontracted services) and an explanation of why and how the proposed subcontractor was selected, including

a description of Contractor's efforts to obtain competitive bids.

(2) A description of the services to be provided under the subcontract.

(3) The proposed subcontract amount, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which must be approved in writing by Director before such amendment is effective.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement, including the ADDITIONAL PROVISIONS, and the requirements of the Exhibits and Schedule attached hereto.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making

of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by Director shall also not be construed to constitute a determination of the allowability of any cost under this Agreement. In no event shall approval of any subcontract by Director be construed as effecting any increase in the amount contained in MAXIMUM OBLIGATION OF COUNTY Paragraph.

E. In the event that County consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

F. In the event that County consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all subcontractor personnel providing services under such subcontract. Contractor shall assure that any subcontractor personnel not approved by County shall be immediately removed from the provision of any services under the particular subcontract or that another action is taken, as requested by County.

G. In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, or any subcontractor, for liability, damages, cost, or expenses, arising from or related to County's exercising of such a right.

H. Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are performed under the subcontract.

I. Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph, including, but not limited to, consenting to any subcontracting.

13. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended. To the extent



there is any conflict between Federal and State or local laws, the former shall prevail.

In addition, in the performance of this Agreement, Contractor shall specifically comply with the requirements of Health and Safety Code, Division 10.5, Parts 1 and 3, commencing with section 11750 et seq.; Titles 9 and 22 of the CCR; SDADP Drug Program and Drug Program/Medi-Cal policies as identified in policy letters and the Department of Health Services Substance Abuse Program Contract Financial Handbook; written procedures as may be provided to Contractor by ADPA; as well as all other applicable Federal, State, and local laws, regulations, guidelines, and directives.

Further, narcotic treatment program services providers shall also specifically comply with all applicable provisions of Health and Safety Code Division 10, Chapter 5, Article 2 (Treatment of Addicts for Addiction) [sections 11215, et seq.]; Title 9 CCR, Division 4, Chapter 4 (Narcotic Treatment Programs) [sections 10000, et seq.]; Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1972 (21 U.S.C. sections 1101, et seq.) and Federal regulations pertaining thereto; regulations of the Food and Drug Administration ("FDA") and the Drug Enforcement Administration ("DEA"); as well as all other applicable

Federal, State, and local laws, regulations, guidelines, and directives. To the extent there is any conflict between Federal and State or local law, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State, or local laws, ordinances, regulations, rules, guidelines, or directives.

14. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

15. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the

recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

16. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement body and its ADDITIONAL PROVISIONS, and that of any of the Exhibit(s), Schedule(s), and any other documents incorporated herein by reference (e.g., Budget[s] and/or Statement of Work forms), the language in this Agreement and its ADDITIONAL PROVISIONS, shall govern and prevail.

17. ALTERATION OF TERMS: This Agreement, together with the ADDITIONAL PROVISIONS, Exhibit, Schedule, and any Budget and/or Statement of Work forms, attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

18. CONTRACTOR'S OFFICE: Contractor's primary business office is located at P.O. Box 50007, Pasadena, California 91115-0007. Contractor's primary business telephone number is (626)

564-8880 and facsimile/FAX number is (\_\_\_\_) none. Contractor shall notify County, in writing, of any changes made to Contractor's primary business address, business telephone number and/or facsimile/FAX number as listed herein, or any other business address, business telephone number and/or facsimile/FAX number used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

19. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) working calendar days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Health Services  
Contracts and Grants Division  
313 North Figueroa Street, Sixth Floor-East  
Los Angeles, California 90012-2659

Attention: Division Chief

- (2) Department of Health Services  
Alcohol and Drug Program Administration  
1000 South Fremont Avenue  
Building A-9 East, Third Floor  
Alhambra, California 91803

Attention: Director

B. Notices to Contractor shall be addressed as follows:

(1) Haven House, Inc.  
P.O. Box 50007  
Pasadena, California, 91115-0007

Attention: Sheila Halfon  
Executive Director

IN WITNESS WHEREOF, the Board of Supervisors of the County  
of Los Angeles has caused this Agreement to be subscribed by its

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

HAVEN HOUSE, INC.  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Irene E. Riley, Director  
Contract Administration

02/01/2005  
CD3738\_LVB  
CD3355.RM 04/26/04

(COST)

HAVEN HOUSE, INC.

EXHIBIT A

ALCOHOL AND DRUG PREVENTION SERVICES

1. DEFINITION: Alcohol and drug prevention services (hereafter "Prevention Services") are services that seek to prevent/reduce alcohol and other drug (AOD) related problems within the community by encompassing a broad range of strategies that include community organizing and empowerment, alternative activities, environmental/social policy, information dissemination, prevention education/skills training, and problem identification and referral. Each strategy is designed to prevent/reduce AOD related problems within the community.

2. PERSONS TO BE SERVED: Persons to be served are individuals and families who reside in communities within Los Angeles County and who are concerned about AOD related problems. Unless a specific population(s) is identified immediately below, prevention services will be made available to males and females of all ages, and to all population groups within the target area, as that area is defined in Paragraph 3, below.

Specific special population(s) to be served is(are) battered women and their children. The prevention services program will serve: X males/ X females. The age group(s) to be served is(are): all ages.

3. TARGET AREA: Prevention services shall be conducted within the boundaries of Los Angeles County. The boundaries for

these services, as defined by Contractor and approved by  
Director, are as follows: Countywide

---

4. SERVICE DELIVERY SITE(S) AND DAYS AND HOURS OF  
OPERATION: Contractor's facility(ies), where prevention services  
are to be provided, and the days and hours of operation, or when  
services are to be provided herein, are as follows:

Facility 1 is located at address on file (**CONFIDENTIAL**-not  
to be published). Contractor's facility telephone number is  
(626) 564-8880 and facsimile/FAX number is (626) 564-9348.  
Contractor's facility days and hours of operation are Monday  
through Friday, 8:30 a.m. to 5:30 p.m.

Facility 2 is located at \_\_\_\_\_  
\_\_\_\_\_. Contractor's facility telephone number  
is (\_\_\_\_)\_\_\_\_\_ and facsimile/FAX number is (\_\_\_\_)\_\_\_\_\_.  
Contractor's facility days and hours of operation are \_\_\_\_\_  
\_\_\_\_\_.

Contractor shall obtain prior written approval from  
Director, or his designee, at least thirty (30) calendar days  
before terminating services at such location(s) and/or before  
commencing such services at any other location. If the days and  
hours of operation, telephone number, facsimile/FAX number, or  
wheelchair access, of Contractor facility(ies), as noted above,  
are changed in any manner, Contractor shall inform Director, or



his designee, at least ten (10) calendar days prior to the effective date(s) thereof.

5. MAXIMUM ALLOCATION:

A. During the period of Board Approval date through June 30, 2005, that portion of the maximum obligation of County which is allocated under this Exhibit for prevention services is Forty-Seven Thousand, Two Hundred Thirteen Dollars (\$47,213). Other financial information for this Exhibit is contained in the Schedule(s), attached hereto and incorporated herein by reference.

B. During the period of July 1, 2005 through June 30, 2006, that portion of the maximum obligation of County which is allocated under this Exhibit for prevention services is One Hundred Forty-One Thousand, Six Hundred Thirty-Seven Dollars (\$141,637). Other financial information for this Exhibit is contained in the Schedule(s), attached hereto and incorporated herein by reference.

6. REIMBURSEMENT: County agrees to compensate Contractor for actual reimbursable costs incurred while providing services designated in this Exhibit in accordance with the dollar amounts listed in the Schedule(s) and detailed in the Budget(s) referred to above, and attached hereto, as such costs are reflected in Contractor's billing statements. The definition of "services" for the purpose of this Paragraph shall include time spent performing any service activities designated in this Exhibit and

shall also include any time spent on the preparation for such service activities.

7. STATEMENT OF WORK AND EVALUATION OF SERVICES :

Contractor agrees to provide services to County and County participants as described and as summarized in Contractor's "Statement of Work" form, which is attached hereto and incorporated herein by reference. Contractor shall be responsible for submitting the Statement of Work form in writing for Director's, or his designee's, review and approval before the commencement of any services hereunder.

Contractor shall have a statement on the overall program goals and objectives which will be known as the Alcohol and Drug Prevention Services Work Plan ("Work Plan") attached hereto and incorporated herein by reference. The Work Plan shall set forth all prevention services activities that will be performed or achieved by Contractor in the provision of services in accordance with the terms of this Agreement (Note: If Contractor's program services are directed towards individual participants, Contractor shall also have an additional goals and objectives statement that describes the specific effects on a participant's behavior and health status that Contractor's services are expected to produce in a stated percentage of the participant population to be served.) The Work Plan shall list and describe Contractor's goals, objectives, and activities, and shall include a timetable, divided into individual Fiscal Years, of the start and completion

dates for all goals, objectives, and activities. All start and completion dates shall be within the same Fiscal Year.

Completion dates shall not extend into another Fiscal year, unless such date is pre-approved by Director. In any event, all completion dates listed by Contractor shall not exceed the term of this Agreement. Program goals and objectives shall be submitted by Contractor within thirty (30) calendar days prior to the execution of this Agreement for approval by Director, or his designee.

Contractor agrees to allow County to use the Work Plan to develop and implement new program activities, to evaluate the effectiveness of the service (i.e., program) provided by Contractor under this Agreement, and to modify, as required, either Contractor's program operations or Contractor's treatment outcome expectations (when services are directed towards individual participants) to improve services received under this Agreement.

As a result of Federal, State, and local emphasis on better documentation and assessment of program effectiveness, the County may, at its sole discretion, require Contractor to participate in County-authorized process and outcome evaluations. Evaluation requirements may include, but are not limited to, interviews of program administrators, staff, and participants; completing questionnaires; observation of staff in-service training and staff delivery of services to participants; abstraction of

information from participant records; and other activities to meet established standards for the conduct of evaluations of acceptable scientific rigor. All evaluation activities will provide suitable program, staff, and participant confidentiality assurances and will be conducted under applicable Federal and State law with appropriate Institutional Review Board (human subject protection) approval. When conducted by non-County employees, evaluations will be conducted under the direction of County with additional oversight by a County-appointed advisory group.

Contractor will participate in the Los Angeles County Evaluation System, as requested by the County. Contractor participation will include, but not be limited to, training, data collection and reporting, and the administration of standardized evaluation and outcome reporting instruments. Contractor will be reimbursed at its prevailing rate for staff participation in program activities. Failure of Contractor to participate in this program as described in this Paragraph, shall constitute a material breach of contract and this Agreement may be terminated by County.

8. REPORTS: Subject to the reporting requirements of the "ADDITIONAL PROVISIONS" of this Agreement, incorporated herein, Contractor shall submit the following regular and activity reports: Work Plan/Work Plan Amendments, Year-End Reports, Participation and Attendance at Quarterly Round table Meetings,

Three (3) Quarterly Reports, one (1) Annual Prevention Activity Data System Report (PADS), and training sessions by prevention staff.

9. STAFF QUALIFICATIONS:

A. Sobriety: Contractor shall establish and maintain a written policy regarding alcohol and drug use by employees.

B. Minimum Desirable Qualifications: The following minimum qualifications shall apply to employees and volunteers directly involved in the administration, supervision, or provision of services under this Agreement:

(1) Knowledge and understanding of alcohol and/or drug related problems, community planning, basic principles of prevention, and the recovery process;

(2) Ability to plan, implement, and evaluate service activities;

(3) Knowledge of community mobilization and empowerment;

(4) Ability to lead group meetings or discussions;

(5) Ability to document work activities; and

(6) Competency to work with the various ethnic/cultural groups in the community.

C. Contractor's Director or Program Administrator: Contractor shall delegate the responsibility for overall administration of the prevention services program to one specific person functioning as Contractor's director or

program administrator. Such person shall have a minimum of two (2) year's professional experience in the areas of budgeting, community relations, facility operation, fiscal management, fund raising, personnel, program planning, report writing, service documentation, evaluation, volunteer supervision, and knowledge of State and County laws, regulations, policies, and procedures regarding human service management and service delivery.

D. Project Managers or Supervisors: Contractor may delegate certain aspects of the project administration responsibility to one or more subordinate staff functioning as project managers or supervisors. At least one (1) full-time person with project administration responsibility must be devoted solely to this project.

10. SPECIFIC SERVICES TO BE PROVIDED:

A. Contractor shall provide community based mobilization and empowerment strategies that will assist communities to organize and mobilize to prevent alcohol and other drug related problems through actions initiated and sustained by the community residents.

B. Contractor shall also provide at least two (2) of any of the following other community based services (all of which shall be provided within the confines of County jurisdiction):

(1) Alternative Activities may include, but are not limited to, the following:

- a. Alcohol and/or drug free social events;
- b. Before-school and after-school recreational, instructional, cultural, and artistic programs that encourage alcohol, drug, tobacco, and violence free lifestyles;
- c. Mentoring program;
- d. Promoting the awareness of and sensitivity to alternatives to alcohol and/or drug related violence;
- e. Tutoring program; and
- f. Youth/adult leadership events.

(2) Environmental/Social Policy activities may include, but are not limited to, the following:

- a. Alteration or elimination of community settings that accommodate alcohol and/or drug use, such as abandoned cars and buildings, poorly lit alleys and streets, unsupervised parks and recreational areas, and gang activity;
- b. Establishing "Drug Free Zones" in communities;
- c. Modifying alcohol advertising practices;

d. Establishing, implementing, and evaluating alcohol and drug use policies in specified communities; and

e. Reducing the number and density of alcohol beverage outlets through the use of conditional use permits or other environmental/social policy procedures.

(3) Information Dissemination activities may include, but are not limited to, the following:

a. Create and/or distribute brochures with prior approval of brochures by ADPA;

b. Serve as clearinghouse/information resource center;

c. Participate in health fairs;

d. Provide telephone information service;

e. Participate in media campaigns;

f. Develop and conduct public service announcements;

g. Develop and/or distribute resource directories; and

h. Conduct and/or arrange speaking engagements on alcohol and drug related issues.

(4) Prevention Education/Skills Training activities may include, but are not limited to, the following:

a. Development of communication skills;



- b. Development of decision making skills;
- c. Development of critical analysis of media messages and systematic judgmental abilities;
- d. Development of leadership skills;
- e. Development of problem solving skills;
- f. Development of peer pressure resistance skills; and
- g. Training parents, law enforcement officials, judicial officials, social service providers, and community leaders about alcohol, drug, and violence prevention.

(5) Problem Identification and Referral may include, but are not limited to, the following:

- a. Crisis intervention for a participant, family, or group;
- b. Follow-up for participants who have received services and/or been referred to other community resources;
- c. Problem identification for participants who have inappropriately used alcohol and drugs and to modify their behavior through education or referral;
- d. Referral of participants to existing community resources and support systems; and
- e. Screening of participants to identify warning signs of alcohol and/or drug use and for

further assessment, problem identification, and referral to appropriate resources.

C. Contractor shall establish formalized linkages/ coordinated services and collaboration with other service systems to ensure access and delivery of multi-disciplinary services and a continuum of services to address the needs of persons with alcohol and drug problems.

11. SERVICE GOALS AND OBJECTIVES: In the interest of evaluating the services provided hereunder, Contractor's performance will be measured by ADPA to determine the extent to which the service goals and objectives listed in the Work Plan have been met. Quantified goals and objectives are annualized unless otherwise specified. County will use such measurements, in conjunction with other available information, to determine the adequacy of Contractor's performance and to develop recommendations for continuation of services. Contractor shall maintain sufficient documentation to permit a comparison of actual performance to such service goals and objectives. Contractor shall retain such documentation and allow County access to same in accordance with RECORDS AND AUDITS Paragraph of this Agreement.

Contractor shall provide a minimum of 2,598/7,795 staff hours during the Agreement term.

02/01/2005  
CD3739\_LVB  
CD2820\_LVB 05/05/2003

(COST)

HAVEN HOUSE, INC.

SCHEDULE A

ALCOHOL AND DRUG PREVENTION SERVICES

	Period of <u>BOARD APPROVAL</u> <u>06/30/05)</u>	Period of (07/01/05- <u>06/30/06)</u>
1. Maximum Allocation .....	\$ <u>47,213</u>	\$ <u>141,637</u>
2. Projected Revenue .....	\$ <u>429,533</u>	\$ <u>811,854</u>
3. Gross Program Allocation .....	\$ <u>476,746</u>	\$ <u>953,491</u>
(Item 1 plus Item 2)		
4. Maximum Monthly Amount/Allocation .....	\$ <u>11,803</u>	\$ <u>11,803</u>
(Item 1 divided by the number of months in the period)		

County reserves the right to withhold payments to Contractor for reasons set forth in this Agreement, including, but not limited to Paragraph 12, subparagraph A, subsection (5) and Paragraph 14, subparagraph H, of the ADDITIONAL PROVISIONS.

02/01/2005  
CD3739\_LVB

CD2820\_LVB 05/05/2003

(COST)

HAVEN HOUSE, INC.

BUDGET A

ALCOHOL AND DRUG PREVENTION SERVICES

<u>ITEM</u>	<u>Period of</u> <u>BOARD APPROVAL</u> <u>06/30/05)</u>	<u>Period of</u> <u>(07/01/05-</u> <u>06/30/06)</u>
Salaries .....	\$ <u>280,224</u>	\$ <u>560,448</u>
Facility Rent/Lease .....	\$ <u>4,122</u>	\$ <u>8,244</u>
Equipment Leases .....	\$ <u>0</u>	\$ <u>0</u>
Services and Supplies .....	\$ <u>87,906</u>	\$ <u>175,812</u>
Administrative Overhead .....	\$ <u>104,494</u>	\$ <u>208,987</u>
Gross Budget*	\$ <u>476,746</u>	\$ <u>953,491</u>

\* Contractor may revise the amount of any existing line item(s) by a maximum of ten percent (10%) of the gross budget without prior written approval of, and not more than twenty-five percent (25%) of the gross budget with prior written approval of, Director or his authorized designee. Therefore, any increase in any line item(s) of the budget shall be offset by a corresponding decrease in the other line item(s) of the budget. In any event, any revisions made in the gross budget, shall not result in any increase in County's maximum obligation during the term of this Agreement.

County reserves the right to withhold payments to Contractor for reasons set forth in this Agreement, including, but not limited to Paragraph 12, subparagraph A, subsection (5) and Paragraph 14, subparagraph H, of the ADDITIONAL PROVISIONS.

02/01/2005  
CD3739\_LVB

CD2820\_LVB 05/05/2003

HAVEN HOUSE, INC.

STATEMENT OF WORK

ALCOHOL AND DRUG PREVENTION SERVICES

OVERALL GOAL: Contractor shall indicate the overall goal to be achieved by Contractor's program. A goal is a broad statement (i.e., statement of work or mission statement) which describes the services to be provided by Contractor and the overall goal(s) and/or objective(s) that such services will achieve.

Services and Overall Goal:

Provide services to community clients who are victims of  
domestic violence

Attached is a detailed Work Plan which describes services to be provided and the program goals and objectives to be achieved, as they relate to the Services and Overall Goal statement above shall be submitted by Contractor within thirty (30) calendar days prior to the execution of this Agreement for approval by Director.

02/01/2005

CD3739\_LVB

CD2820\_LVB 05/05/2003

ALCOHOL AND DRUG PREVENTION SERVICES WORK PLAN - DATE OF BOARD APPROVAL-JUNE 30, 2005

[illegible]

CD2820\_LVB 05/05/2003

HAVEN HOUSE, INC.

ALCOHOL AND DRUG PREVENTION SERVICES WORK PLAN - JULY 1, 2005-JUNE 30, 2006

ALCOHOL AND DRUG PREVENTION SERVICES

OBJECTIVES AND ACTIVITIES	PERSON(S) RESPONSIBLE												EXPECTED OUTCOMES	PERSON(S) RESPONSIBLE
	J	A	S	O	N	D	J	F	M	A	M	J		
	U	U	E	C	O	E	A	E	A	P	A	U		
	L	G	P	T	V	C	N	B	R	R	Y	N		